

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

FILED
2009 OCT -6 PM 12:07
CLERK OF DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY

EMI APRIL MUSIC, INC., SKILLZ FOR
SKILLZ AND PLAY MUSIK, PLAY
FOR PLAY N SKILLZ MUSIC,
UNIVERSAL MUSIC CORPORATION,
SILHOUETTE MUSIC, WB MUSIC
CORP., AIN'T NOTHING BUT
FUNKIN' MUSIC, MUSIC OF
WINDSWEPT, BLOTTER MUSIC,
ELVIS MAMBO MUSIC, TVT MUSIC
ENTERPRISES, LLC and 50 CENT
MUSIC,

Plaintiffs,

v.

CKAN, INC. and AKRAM
NASREDDINE,

Defendants.

CIVIL ACTION NO.

A08CA663 LY

CONSENT JUDGMENT

The complaint in the above-captioned action was filed on September 4, 2008 and the defendants CKAN, Inc. and Akram Nasreddine ("Defendants") were served on or about November 20, 2008. The parties now hereby agree that the Court may find: (1) that Plaintiffs were, on the dates alleged on Schedule "A" to the complaint, the respective owners of valid copyrights in the songs listed on Schedule "A" to the complaint; (2) that Plaintiffs' songs were publicly performed on August 12, 2006 and August 13, 2006 without permission of the Plaintiffs or license from their performing rights licensing organization, the American Society of Composers, Authors and Publishers ("ASCAP"); (3) that such performances of Plaintiffs' copyrighted songs were willful infringements of Plaintiffs' copyrights; and (4) that there is a danger that such infringing conduct will continue, thereby causing irreparable injury to Plaintiffs

for which damages cannot be accurately computed, and necessitating the granting of injunctive relief against Defendants' continued infringing conduct; and the parties having further agreed, that the Court shall enter judgment on the foregoing findings.

It is therefore, ORDERED, ADJUDGED AND DECREED:

1. Defendants are enjoined and restrained permanently from publicly performing or causing the public performance of any of the Plaintiffs' copyrighted musical compositions and all other compositions in the ASCAP repertory at any place or facility owned, controlled or conducted by Defendants, and from aiding and abetting public performances of such compositions in any such place or otherwise, unless Defendants shall have previously obtained permission for such performances either directly from the Plaintiffs, the copyright owners, or by license from ASCAP.

2. Defendants, jointly and severally, shall pay to Plaintiffs the sum of \$25,000.00, plus post-judgment interest on such sums as provided in 28 U.S.C. § 1961 from the date of entry of this judgment.

3. Upon full and final payment of the foregoing sums by Defendants, Plaintiffs shall provide to Defendants a satisfaction of judgment, which they may file with the Court.

4. Plaintiffs and Defendants agree that the stipulations of fact contained in this Consent Judgment shall have collateral estoppel effect against the parties in any future litigation between them.

The parties stipulate to the entry of judgment consistent with the terms stated herein.

ENTERED this 6TH day of OCT., 2009.

BY THE COURT:


UNITED STATES DISTRICT JUDGE

We consent to the entry of the foregoing judgment.

CKAN, Inc.

Signature _____

Printed Name _____

Title

Date _____

[illegible]

BEFORE ME, the undersigned authority, on this day personally appeared Akram Nasreddine, president of CKAN, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 22 day of September, 2009.

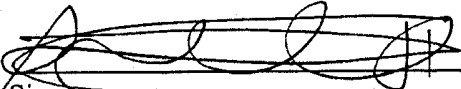
Jessica N. Campbell
Notary Public in and for the State of Texas

[SEAL]



My Commission Expires:

Akram Nasreddine, Individually



Signature

9-22-2009
Date

STATE OF TEXAS)
) ss.
COUNTY OF TRAVIS)

BEFORE ME, a notary public, on this day personally appeared Akram Nasreddine, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office this 22 day of September, 2009.


Notary Public in and for the State of Texas

[SEAL]

My Commission Expires:

